

further control over, or responsibility for, any portion of the cable system extending from the demarcation point to the Authority, tenants, and the travelling public at the Airport ("Airportside Cable System"). GTE shall continue to provide connectivity and dial tone to the point of demarcation as defined in this Agreement in accordance with its tariffs and operating procedures and shall have sole and exclusive control over all GTE-owned cabling and communications equipment located on the Airport that is not a part of the Airportside Cable System.

- c. GTE shall reasonably cooperate and consult with the Authority and the Shared Tenant Provider with respect to the interconnection of the Airportside Cable System with GTE-owned telecommunications equipment and facility. Interconnection of the Airportside Cable System with GTE facilities shall be effected in such manner as the parties shall mutually agree and otherwise in accordance with Part 68 of the FCC rules applicable to multi-unit installations.
- d. This Agreement is subject to the Rules Governing Sharing Or Resale Of Local Exchange Service as promulgated by the Virginia State Corporation Commission and to GTE's Shared Tenant Service Tariff, filed with and approved by the Virginia State Corporation Commission. The Authority shall reasonably cooperate with GTE and its assigns with respect to the provision of facilities to serve Airport tenants who choose to be served directly by GTE. Reasonable cooperation shall include, but shall not be limited to, provision of facilities in sufficient time to allow GTE to meet standards of service established by the Virginia State Corporation Commission.

2. Purchase of Airportside Cable System

- a. GTE hereby assigns and conveys to the Authority all of its right, title and interest in and to the components that comprise the Airportside Cable System as more fully described and inventoried in Exhibit A.
- b. The Authority shall pay to GTE for the purchase of the Airportside Cable System as described in Exhibit A the sum of \$2,051,030.67, ~~subject to adjustment by mutual agreement of the parties with respect to the inventory prior to the Closing Date, ("Purchase Price").~~ The Purchase Price shall be payable on the Closing Date ~~upon receipt of invoice, which shall issue on the date of execution of this Agreement.~~

- c. ~~Payments are due ten (10) days after receipt of invoice and are late thirty (30) days after invoice date. The Authority shall pay interest on any past due balance at the lesser of 1 1/2 per month or the maximum lawful rate.~~
- d. ~~GTE shall provide to the Authority complete cable-pair assignment records and cable drawings for the Airportside Cable System ("Documents") on or before January 13, 1994 when final payment is received.~~
- e. The Airportside Cable System being conveyed under this Agreement is limited to items listed in Exhibit A. GTE shall retain ownership of all of its telecommunications facilities on the Airport which are not listed in Exhibit A, including, but not limited to, central office equipment in Building No. 8, and interoffice and remote-host connecting cable facilities ("GTE-Owned Facilities"). The Authority agrees that it shall acquire no right, title or interest in GTE-Owned Facilities, including future additions thereto, and that GTE shall have the right to continuous and reasonable access to GTE-Owned Facilities for maintenance and service activities.
3. ~~EffectiveClosing~~ Effective Closing Date: Conveyance of Title. The ~~EffectiveClosing~~ Effective Closing Date of the Agreement shall be March 1, 1995 ~~the date upon which the final payment of the Purchase Price is made.~~ Payment of the Purchase Price shall be made in full on the Closing Date. Until such ~~EffectiveClosing~~ Effective Closing Date title in and to the Airportside Cable System shall remain with GTE. Upon receipt of final payment, GTE shall execute such bills of sale or other instruments of conveyance as the Authority may reasonably require evidencing the transfer of title to the Airportside Cable System to the Authority as provided for in, and subject to the terms of, this Agreement.
4. Warranties, Representations and Limitations.
- a. GTE warrants and represents, to the best of its knowledge and belief, as of the date of this Agreement and as of the ~~EffectiveClosing~~ Effective Closing Date that:
- i. It is the sole owner of the Airportside Cable System, the conveyance of which to the Authority shall be free and clear of all liens, obligations or encumbrances of any kind or character, except for possible liens created by First Mortgage Indentures provided, however, that GTE agrees to obtain, within one year after the date of execution of this Agreement, a partial release

from the applicable Indenture and to indemnify and hold the Authority harmless from any such lien;

ii. The execution, delivery and performance of this Agreement by GTE does not require any regulatory authorizations or approvals;

iii. The Documents described in Section 2(c) are being provided "AS IS". It is the responsibility of the Authority to verify the completeness and accuracy of all documentation being provided under this Agreement. GTE makes no warranty, expressed or implied as to the completeness and accuracy of such documentation.

b. The Airportside Cable System is being sold "AS IS." Except as set forth in section 4(a), this Agreement excludes all other warranties, express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. GTE makes no warranty for the use of the Airportside Cable System as a component in life-support devices or systems and makes no warranty with respect to the performance of any non-telecommunications equipment or system or software or the performance of any applications software that may be installed for use with the Airportside Cable System.

5. Limitation of Liability

a. GTE'S LIABILITY, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE FOR THE AIRPORTSIDE CABLE SYSTEM. UNDER NO CIRCUMSTANCES SHALL GTE BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, NOTWITHSTANDING THEIR FORESEEABILITY OR DISCLOSURE BY THE AUTHORITY TO GTE, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM DELAY, LOSS OF DATA, PROFITS, OR GOODWILL. GTE SHALL BEAR NO LIABILITY FOR USE OF EQUIPMENT OR SERVICES PROVIDED UNDER THIS AGREEMENT IN CONNECTION WITH LIFE SUPPORT SYSTEMS OR DEVICES. GTE MAY FROM TIME TO TIME PROVIDE ADVICE, MAKE RECOMMENDATIONS OR SUPPLY OTHER ANALYSIS RELATED TO THE CABLE SYSTEM, EQUIPMENT AND SERVICES DESCRIBED IN THIS AGREEMENT, AND, WHILE GTE SHALL USE REASONABLE EFFORTS IN THIS REGARD, THE AUTHORITY ACKNOWLEDGES AND AGREES THAT THIS LIMITATION OF LIABILITY SHALL APPLY TO PROVISION OF SUCH ADVICE, RECOMMENDATIONS AND ANALYSIS.

6. Miscellaneous

a. No action arising out of, or relating to, a breach of

this Agreement may be brought by a party more than two (2) years after the cause of action has accrued. The parties waive the right to invoke any different limitations on the bringing of action which may be prescribed by the laws of the Commonwealth of Virginia.

- b. Either party may assign this Agreement without the consent of the other party hereto but no such assignment shall relieve the assigning party of its obligation and liability under this Agreement. Either party's failure to enforce any of the provisions of this Agreement, or to exercise any right or option is not a waiver of such provision, right or option and shall not affect the validity of this Agreement.
- c. This Agreement is to be governed and construed according to the substantive laws of the Commonwealth of Virginia, including the Rules, Orders and Tariffs issued or approved by the Virginia Corporation Commission; by the Communications Act of 1934, as amended; and by the rules, regulations and policies of the FCC.
- d. The section headings in this Agreement are for convenience only and do not constitute any part of the Agreement.
- e. This Agreement shall not be amended, modified or discharged, in whole or in part, except by an agreement in writing and signed by the party against whom enforcement of the modification, change or discharge is sought.
- f. This Agreement, including attachments, constitutes the entire Agreement of the parties pertaining to the subject matter herein and supersedes all prior agreements, proposals, negotiations, and representations, whether written or oral, concerning such subject matter. No representations or warranties, express or implied, have been made or relied upon in the making of this Agreement other than those specifically contained herein.
- g. The parties warrant that the individuals signing below are duly authorized to execute this Agreement.
- h. The parties agree to execute a lease agreement for space occupied by GTE in Building No. 8 on or before January 13, 1995.
- i. The parties agree to execute a conduit usage agreement

on or before January 13, 1995.

j. This Agreement may be executed in counterparts which taken together constitutes an entire agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date or dates indicated below.

METROPOLITAN WASHINGTON
AIRPORTS AUTHORITY

Dated: _____

By: _____

GTE SOUTH INCORPORATED

Dated: _____

By: _____

DEMARCATON POINT AND CABLE SYSTEM
PURCHASE AGREEMENT

THIS AGREEMENT ("Agreement") is made between the Metropolitan Washington Airports Authority ("Authority") with principal offices at 44 Canal Center Plaza, Alexandria, Virginia 22314, and GTE South Incorporated ("GTE"), with offices at 13910 Minnieville Road, Woodbridge, Virginia 22193, P. O. Box 2346.

WHEREAS, the Authority is a body corporate and politic created by an interstate compact between the Commonwealth of Virginia and the District of Columbia and has been given the responsibility for the operation, maintenance, protection, promotion and development of, among other things, Washington-Dulles International Airports (hereinafter referred to as "Airport"); and

WHEREAS, GTE is a common carrier authorized to provide regulated telecommunications and telecommunications-related services in, among other places, the area that encompasses the Airport. In the course of providing such services, GTE and its predecessor have installed throughout the premises of the Airport a cabling system that is used and useful in the distribution of telecommunications services to and from the Authority, its tenants and the traveling public at the Airport; and

WHEREAS, the rules, regulations and policies of the Federal Communications Commission ("FCC") authorize that GTE and the Authority establish a "demarcation point" for the purpose of apportioning control and responsibility of communications equipment facilities and cabling on the Airport premises as between the Authority and GTE; and

WHEREAS, in accordance with the rules, regulations and policies of the FCC, the Authority and GTE wish to establish a demarcation point and the Authority wishes to purchase and GTE wishes to sell all of the in-place cable system on the Authority's side of the demarcation point, all on the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

1. Establishment of Demarcation Point.

- a. The parties agree that there shall be a single demarcation point located on the line side of a new termination frame, to be installed at the Authority's additional expense, in Building No. 8 at the Airport.
- b. From and after the Closing Date of this Agreement, as defined at Section 3, GTE shall have no further control

over, or responsibility for, any portion of the cable system extending from the demarcation point to the Authority, tenants, and the travelling public at the Airport ("Airportside Cable System"). GTE shall continue to provide connectivity and dial tone to the point of demarcation as defined in this Agreement in accordance with its tariffs and operating procedures and shall have sole and exclusive control over all GTE-owned cabling and communications equipment located on the Airport that is not a part of the Airportside Cable System.

- c. GTE shall reasonably cooperate and consult with the Authority and the Shared Tenant Provider with respect to the interconnection of the Airportside Cable System with GTE-owned telecommunications equipment and facility. Interconnection of the Airportside Cable System with GTE facilities shall be effected in such manner as the parties shall mutually agree and otherwise in accordance with Part 68 of the FCC rules applicable to multi-unit installations.
- d. This Agreement is subject to the Rules Governing Sharing Or Resale Of Local Exchange Service as promulgated by the Virginia State Corporation Commission and to GTE's Shared Tenant Service Tariff, filed with and approved by the Virginia State Corporation Commission. The Authority shall reasonably cooperate with GTE and its assigns with respect to the provision of facilities to serve Airport tenants who choose to be served directly by GTE. Reasonable cooperation shall include, but shall not be limited to, provision of facilities in sufficient time to allow GTE to meet standards of service established by the Virginia State Corporation Commission.

2. Purchase of Airportside Cable System

- a. GTE hereby assigns and conveys to the Authority all of its right, title and interest in and to the components that comprise the Airportside Cable System as more fully described and inventoried in Exhibit A.
- b. The Authority shall pay to GTE for the purchase of the Airportside Cable System as described in Exhibit A the sum of \$2,051,030.67, subject to adjustment by mutual agreement of the parties with respect to the inventory prior to the Closing Date, ("Purchase Price"). The Purchase Price shall be payable on the Closing Date.
- c. GTE shall provide to the Authority complete cable-pair

assignment records and cable drawings for the Airportside Cable System ("Documents") on or before January 13, 1994.

- d. The Airportside Cable System being conveyed under this Agreement is limited to items listed in Exhibit A. GTE shall retain ownership of all of its telecommunications facilities on the Airport which are not listed in Exhibit A, including, but not limited to, central office equipment in Building No. 8, and interoffice and remote-host connecting cable facilities ("GTE-Owned Facilities"). The Authority agrees that it shall acquire no right, title or interest in GTE-Owned Facilities, including future additions thereto, and that GTE shall have the right to continuous and reasonable access to GTE-Owned Facilities for maintenance and service activities.
3. Closing Date; Conveyance of Title. The Closing Date of the Agreement shall be March 1, 1995. Payment of the Purchase Price shall be made in full on the Closing Date. Until such Closing Date title in and to the Airportside Cable System shall remain with GTE. Upon receipt of final payment, GTE shall execute such bills of sale or other instruments of conveyance as the Authority may reasonably require evidencing the transfer of title to the Airportside Cable System to the Authority as provided for in, and subject to the terms of, this Agreement.
 4. Warranties, Representations and Limitations.
 - a. GTE warrants and represents, to the best of its knowledge and belief, as of the date of this Agreement and as of the Closing Date that:
 - i. It is the sole owner of the Airportside Cable System, the conveyance of which to the Authority shall be free and clear of all liens, obligations or encumbrances of any kind or character, except for possible liens created by First Mortgage Indentures provided, however, that GTE agrees to obtain, within one year after the date of execution of this Agreement, a partial release from the applicable Indenture and to indemnify and hold the Authority harmless from any such lien;
 - ii. The execution, delivery and performance of this Agreement by GTE does not require any regulatory authorizations or approvals;
 - iii. The Documents described in Section 2(c) are being

provided "AS IS". It is the responsibility of the Authority to verify the completeness and accuracy of all documentation being provided under this Agreement. GTE makes no warranty, expressed or implied as to the completeness and accuracy of such documentation.

- b. The Airportside Cable System is being sold "AS IS." Except as set forth in section 4(a), this Agreement excludes all other warranties, express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. GTE makes no warranty for the use of the Airportside Cable System as a component in life-support devices or systems and makes no warranty with respect to the performance of any non-telecommunications equipment or system or software or the performance of any applications software that may be installed for use with the Airportside Cable System.

5. Limitation of Liability

- a. GTE'S LIABILITY, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE FOR THE AIRPORTSIDE CABLE SYSTEM. UNDER NO CIRCUMSTANCES SHALL GTE BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, NOTWITHSTANDING THEIR FORESEEABILITY OR DISCLOSURE BY THE AUTHORITY TO GTE, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM DELAY, LOSS OF DATA, PROFITS, OR GOODWILL. GTE SHALL BEAR NO LIABILITY FOR USE OF EQUIPMENT OR SERVICES PROVIDED UNDER THIS AGREEMENT IN CONNECTION WITH LIFE SUPPORT SYSTEMS OR DEVICES. GTE MAY FROM TIME TO TIME PROVIDE ADVICE, MAKE RECOMMENDATIONS OR SUPPLY OTHER ANALYSIS RELATED TO THE CABLE SYSTEM, EQUIPMENT AND SERVICES DESCRIBED IN THIS AGREEMENT, AND, WHILE GTE SHALL USE REASONABLE EFFORTS IN THIS REGARD, THE AUTHORITY ACKNOWLEDGES AND AGREES THAT THIS LIMITATION OF LIABILITY SHALL APPLY TO PROVISION OF SUCH ADVICE, RECOMMENDATIONS AND ANALYSIS.

6. Miscellaneous

- a. No action arising out of, or relating to, a breach of this Agreement may be brought by a party more than two (2) years after the cause of action has accrued. The parties waive the right to invoke any different limitations on the bringing of action which may be prescribed by the laws of the Commonwealth of Virginia.
- b. Either party may assign this Agreement without the consent of the other party hereto but no such

assignment shall relieve the assigning party of its obligation and liability under this Agreement. Either party's failure to enforce any of the provisions of this Agreement, or to exercise any right or option is not a waiver of such provision, right or option and shall not affect the validity of this Agreement.

- c. This Agreement is to be governed and construed according to the substantive laws of the Commonwealth of Virginia, including the Rules, Orders and Tariffs issued or approved by the Virginia Corporation Commission; by the Communications Act of 1934, as amended; and by the rules, regulations and policies of the FCC.
- d. The section headings in this Agreement are for convenience only and do not constitute any part of the Agreement.
- e. This Agreement shall not be amended, modified or discharged, in whole or in part, except by an agreement in writing and signed by the party against whom enforcement of the modification, change or discharge is sought.
- f. This Agreement, including attachments, constitutes the entire Agreement of the parties pertaining to the subject matter herein and supersedes all prior agreements, proposals, negotiations, and representations, whether written or oral, concerning such subject matter. No representations or warranties, express or implied, have been made or relied upon in the making of this Agreement other than those specifically contained herein.
- g. The parties warrant that the individuals signing below are duly authorized to execute this Agreement.
- h. The parties agree to execute a lease agreement for space occupied by GTE in Building No. 8 on or before January 13, 1995.
- i. The parties agree to execute a conduit usage agreement on or before January 13, 1995.
- j. This Agreement may be executed in counterparts which taken together constitutes an entire agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date or dates indicated below.

METROPOLITAN WASHINGTON
AIRPORTS AUTHORITY

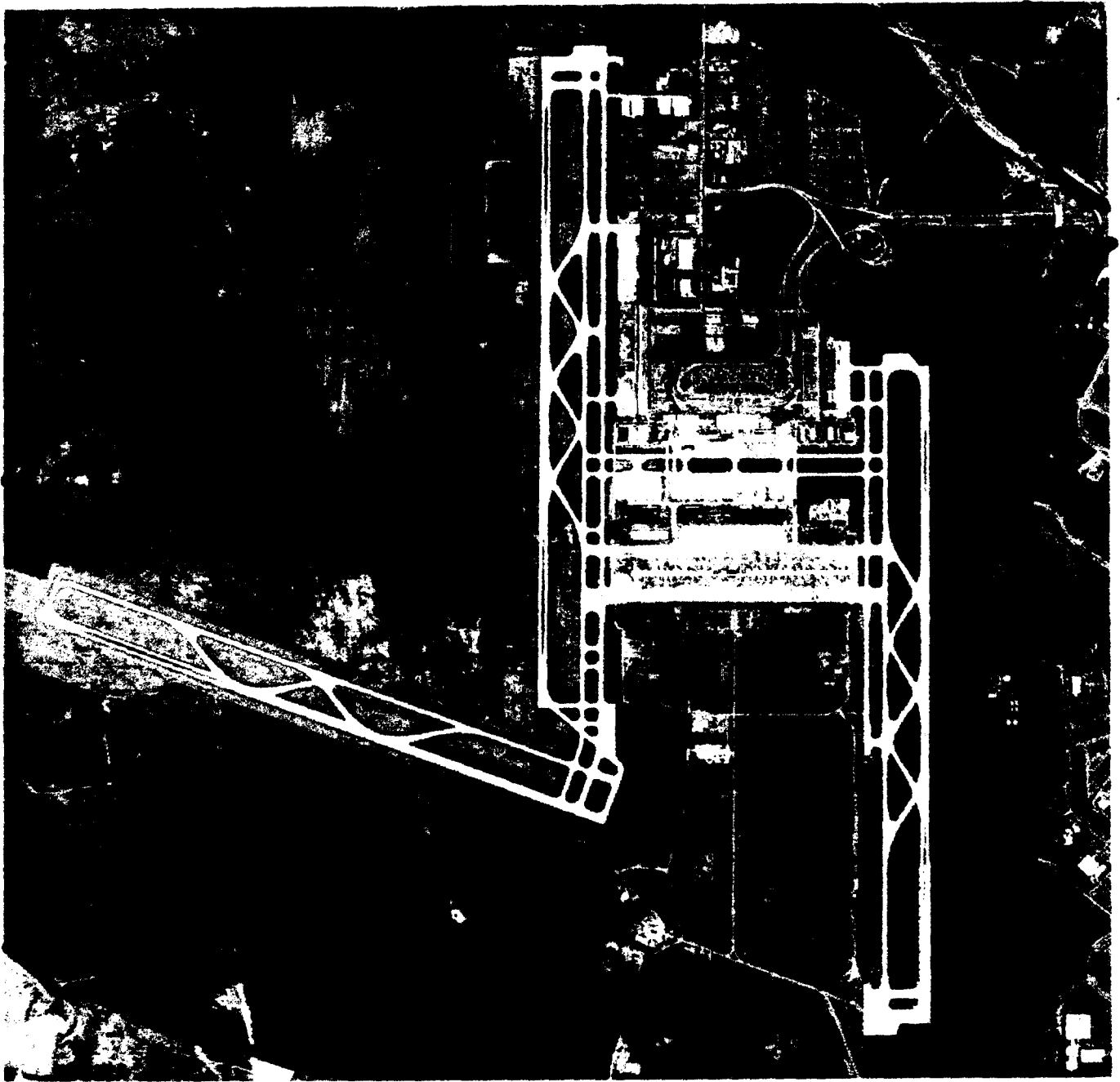
Dated: _____

By: _____

GTE SOUTH INCORPORATED

Dated: _____

By: _____



Washington Dulles
International Airport

CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing document was sent by first-class mail, postage pre-paid, or hand-delivered, on this 18th day of September, 1995, to the following persons:

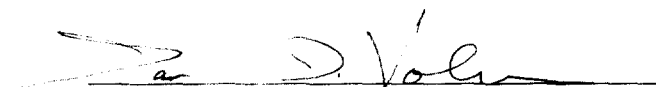
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Washington, DC 20554


Ian D. Volner

*Hand-Delivered